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**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first, and sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of the invention entitled

PROTEIN CONJUGATES WITH A WATER-SOLUBLE BIOCOMPATIBLE, BIODEGRADABLE POLYMER

which is described and claimed in the specification which:

- ☐ is attached hereto.
☒ was filed on July 18, 2003
as Application Serial No. 10/622,998
and was amended on _____ (if applicable)

COPY

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56, including material information which became available between the filing date of the prior application and the national or PCT application filing date of the continuation-in-part application.

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the filing date of this application:

APPLICATION SERIAL NO.	FILING DATE	STATUS
60/397,509	July 19, 2002	pending

Power of Attorney: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Steven M. Odre (Reg. No. 29,094), Stuart L. Watt (Reg. No. 32,511), Ron K. Levy (Reg. No. 31,539), Michael K. Kirschner (Reg. No. 34,851), Christine M. Bellas (Reg. No. 34,122), Scott N. Bernstein (Reg. No. 38,827), Joseph W. Bullock (Reg. No. 37,103), Robert R. Cook (Reg. No. 31,602), Monique L. Cordray (Reg. No. 34,802), Joan D. Eggert (Reg. No. 32,980), Kathleen Fowler (Reg. No. 40,611), Timothy J. Gaul (Reg. No. 33,111), Janis C. Henry (Reg. No. 34,347), MarySusan Howard (Reg. No. 38,729), Petrina S. Hsi (Reg. No. 38,496), James E. Klaniecki (Reg. No. 38,207), Matthew W. Knight (Reg. No. 36,846), Nathan A. Machin (Reg. No. 47,763),

DECLARATION AND POWER OF ATTORNEY (cont'd)

Randolph N. Mohr (Reg. No. 45,590), Kimberlin L. Morley (Reg. No. 35,391), Karen L. Nicastro (Reg. No. 35,968), Nancy A. Oleski (Reg. No. 34,688), Patricia A. Perkins (Reg. No. 34,693) Richard V. Person (Reg. No. 42,991), Robert L. Sharp (Reg. No. 45,609), Diana K. Sheiness (Reg. No. 35,356), Julie K. Smith (Reg. No. 38,619), Suzanne A. Sprunger (Reg. No. 41,323), Rosemary Sweeney (Reg. No. 52,264), Paul B. Tran (Reg. No. 41,565), Frank S. Ungemach (Reg. No. 34,449), Wendy A. Whiteford (Reg. No. 36,964), Robert B. Winter (Reg. No. 34,458), Thomas D. Zindrick (Reg. No. 32,185), said attorney(s)/agent(s) to have in addition full power of substitution and revocation, including the power to revoke any power herein granted.

Please send all future correspondence to:

U.S. Patent Operations/ cac
 Dept. 4300, M/S 27-4-A
 AMGEN INC.
 One Amgen Center Drive
 Thousand Oaks, California 91320-1799

Direct Telephone Calls To:

Randolph N. Mohr
 Attorney/Agent for Applicant(s)
 Registration No.: 45,590
 Phone: (805) 447-8949

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full Name of Sole
 or First Inventor:

Olaf B. Kinstler

Inventor's Signature:

Olaf B. Kinstler

Date: 09-24-2003

Residence and
 Post Office Address:

641 Via Linda, Newbury Park, CA 91320 USA

(Address, City, State, Zip Code, Country)

Citizenship:

USA

Full Name of Second
 Joint Inventor, if Any:

David L. Ladd

Inventor's Signature:

David L. Ladd

Date: 9/24/03

Residence and
 Post Office Address:

245 Windtree Ave., Newbury Park, CA 91320 USA

(Address, City, State, Zip Code, Country)

Citizenship:

USA

COPY

DECLARATION AND POWER OF ATTORNEY (cont'd)

Full Name of Third
Joint Inventor, if Any:

Mikahil I. Papisov

Inventor's Signature:

Date:

Residence and
Post Office Address:

60 Woodside Road, Winchester, MA 01890 USA

(Address, City, State, Zip Code, Country)

Citizenship:

Russia

COPY



DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

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PROTEIN CONJUGATES WITH A WATER-SOLUBLE BIOCOMPATIBLE,
BIODEGRADABLE POLYMER

which is described and claimed in the specification which:

- ☐ is attached hereto.
☒ was filed July 18, 2003
on _____
as Application Serial 10/622,998
No. _____
and was amended _____ (if applicable)
on _____

COPY

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DECLARATION AND POWER OF ATTORNEY (cont'd)

Suzanne A. Sprunger (Reg. No. 41,323), Rosemary Sweeney (Reg. No. 52,264), Paul B. Tran (Reg. No. 41,565), Frank S. Ungemach (Reg. No. 34,449), Wendy A. Whiteford (Reg. No. 36,964), Robert B. Winter (Reg. No. 34,458), Thomas D. Zindrick (Reg. No. 32,185), said attorney(s)/agent(s) to have in addition full power of substitution and revocation, including the power to revoke any power herein granted.

Please send all future correspondence to:

U.S. Patent Operations/ cac
Dept. 4300, M/S 27-4-A
AMGEN INC.

One Amgen Center Drive
Thousand Oaks, California 91320-1799

Direct Telephone Calls To:

Randolph N. Mohr
Attorney/Agent for Applicant(s)
Registration 45,590
No.:
Phone: (805) 447-8949

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full Name of Sole
or First Inventor:

Olaf B. Kinstler

Inventor's Signature:

Date:

Residence and
Post Office Address:

641 Via Linda, Newbury Park, CA 91320 USA

(Address, City, State, Zip Code, Country)

Citizenship:

USA

Full Name of Second
Joint Inventor, if Any:

David L. Ladd

Inventor's Signature:

Date:

Residence and
Post Office Address:

245 Windtree Ave., Newbury Park, CA 91320 USA

(Address, City, State, Zip Code, Country)

Citizenship:

USA

Full Name of Third
Joint Inventor, if Any:

Mikhail I. Papisov

Inventor's Signature:

Date:

10/31/03

Residence and
Post Office Address:

60 Woodside Road, Winchester, MA 01890 USA

COPY

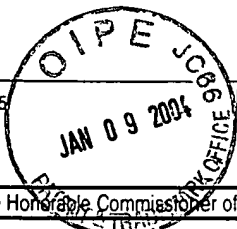
DECLARATION AND POWER OF ATTORNEY (cont'd)

(Address, City, State, Zip Code, Country)

Citizenship:

Russia

COPY



RECORDATION FORM COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

PATENTS ONLY

Docket No.: A-822

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Mikahil I. Papisov Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Massachusetts General Hospital.</u> Internal Address: _____ Street Address: <u>55 Fruit Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02114</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>October 31, 2003</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>10/622,998</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>U.S. Patent Operations/RVP</u> Internal Address: <u>Dept. 4300, M/S 27-4-A</u> <u>AMGEN INC.</u> Street Address: <u>One Amgen Center Drive</u> City: <u>Thousand Oaks</u> State: <u>CA</u> Zip: <u>91320-1799</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account. 8. Deposit account number: <u>01-0519</u> <input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge any additional filing fees which may be required or credit any overpayment to Deposit Account No. 01-0519	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Randolph N. Mohr</u> <u></u> <u>November 4, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>3</u>			

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ASSIGNMENT

Whereas, I, Mikhail I. Papisov, 60 Woodside Road, Winchester, MA 01890 USA

have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled: **PROTEIN CONJUGATES WITH A WATER-SOLUBLE BIOCOMPATIBLE, BIODEGRADABLE POLYMER**

which is found in:

- COPY
- ☐ (a) the US Patent Application executed on even date herewith; which claims the benefit of U.S. Provisional Application No. _____ filed _____
- ☐ (b) the US Patent Application executed on _____ [which claims the benefit of U.S. Provisional Application No. _____ filed _____]
- ☒ (c) US Application Serial No.: 10/622,998 filed on July 18, 2003
which claims the benefit of U.S. Provisional Application No. 60/397,509 filed July 19, 2002.
- ☐ (d) US Patent No.: _____

Whereas The General Hospital Corporation, a.k.a Massachusetts General Hospital, a not-for-profit Massachusetts corporation, having a principal place of business at 55 Fruit Street, Boston, MA 02114, wishes to acquire the entire interest in all inventions disclosed in such Application:

Now, therefore, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration as defined by the relevant policies of The General Hospital Corporation and Partners Healthcare System, I hereby sell, assign, transfer and set over unto The General Hospital Corporation, a.k.a Massachusetts General Hospital, its successors and assigns (collectively "MA General Hospital") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by MA General Hospital for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, I hereby sell, assign, transfer, and set over unto MA General Hospital our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by MA General Hospital, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to MA General Hospital to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

I authorize and request the Commissioner of Patents and Trademarks of the United States to issue any such Letters Patent which may be granted on the Application to MA GENERAL HOSPITAL as assignee of the entire right, title and interest therein and thereto.

For ourselves and for our legal representatives, I covenant and agree with MA GENERAL HOSPITAL that I have not granted to any others any license to make, use or sell any of such inventions, that our right title and interest in such inventions has not been encumbered, that I have good right and title to sell and assign the same, and that I will not execute any instrument in conflict herewith.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with MA GENERAL HOSPITAL that upon request I and they will: (i) execute continuing, divisional or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to MA GENERAL HOSPITAL any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigations; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for MA GENERAL HOSPITAL, may be necessary or desirable to secure the grant of Letters Patent to MA GENERAL HOSPITAL or its nominees, in the United States and in all other countries where MA GENERAL HOSPITAL may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for MA GENERAL HOSPITAL and to vest and confirm in MA GENERAL HOSPITAL or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of MA GENERAL HOSPITAL.

In Witness Whereof I have executed this assignment on the 31 day of October 2003

Mikhail I. Papisov

(Signature of Inventor)

UNITED STATES OF AMERICA

State of Massachusetts
County of Suffolk ss:

October 31 2003

Before me, a Notary Public for Suffolk County, State of Massachusetts, personally appeared

Mikhail I. Papisov

COPY

☐ personally known to me - OR ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

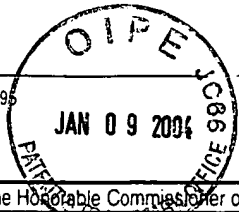
WITNESS my hand and official seal.

(Signature of Notary Public)

Notary Public

My commission expires

October 31 2003



RECORDATION FORM COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

PATENTS ONLY

Docket No.: A-822

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Olaf B. Kinstler David L. Ladd Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Amgen, Inc. Internal Address: Dept. 4300, M/C 27-4-A Street Address: One Amgen Center Drive City: Thousand Oaks State: CA Zip: 91320-1799 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: October 31, 2003			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 10/622,998 B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: U.S. Patent Operations/RVP Internal Address: Dept. 4300, M/S 27-4-A AMGEN INC. Street Address: One Amgen Center Drive City: Thousand Oaks State: CA Zip: 91320-1799		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account. 8. Deposit account number: 01-0519 <input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge any additional filing fees which may be required or credit any overpayment to Deposit Account No. 01-0519	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> _____ Randolph N. Mohr Name of Person Signing _____ Signature _____ November 4, 2003 Date Total number of pages including cover sheet, attachments, and document: 4			

COPY

ASSIGNMENT

Whereas, we, Olaf B. Kinstler, 641 Via Linda, Newbury Park, CA 91320 USA
David L. Ladd, 245 Windtree Ave., Newbury Park, CA 91320 USA

have made an invention which is the subject of an application for Letters Patent of the United States ("Application")
entitled: **PROTEIN CONJUGATES WITH A WATER-SOLUBLE BIOCOMPATIBLE, BIODEGRADABLE
POLYMER**

COPY

which is found in:

- ☐ (a) the US Patent Application executed on even date herewith; which claims the benefit of U.S. Provisional Application No. _____ filed _____.
- ☐ (b) the US Patent Application executed on _____ [which claims the benefit of U.S. Provisional Application No. _____ filed _____.]
- ☒ (c) US Application Serial No.: 10/622,998 filed on July 18, 2003
which claims the benefit of U.S. Provisional Application No. 60/397,509 filed July 19, 2002.
- ☐ (d) US Patent No.: _____

Whereas AMGEN INC., a Delaware corporation having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799, wishes to acquire the entire interest in all inventions disclosed in such Application:

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto AMGEN INC., its successors and assigns (collectively "AMGEN") our entire right, title and interest in, to and under the Application, and any provisional application(s) from which Application is derived, and all priority rights to which the Application may be entitled, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for such inventions, or any of them, including divisional, continuation, and/or continuation-in-part applications based on the above-identified Application, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by AMGEN for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

Further, we hereby sell, assign, transfer, and set over unto AMGEN our entire right, title and interest in or to the right to refer to, to access, and to control microorganism(s) or other biological material(s) related to the Application and which are deposited by us or at our direction or deposited on our behalf by Amgen, its affiliates, employees or employees of its affiliates. The transfer of such right, title and interest includes, without limitation, our unreserved and irrevocable consent and authorization to AMGEN to refer to the deposited microorganisms(s) or other biological materials(s) in the Application and the right to make available to the public the deposited material in accordance with the laws, treaties, statutes, rules, regulations and the like of the United States, all other countries, and any patent granting authority or organization.

For ourselves and for our legal representatives, we covenant and agree with AMGEN that we have not granted to any others any license to make, use or sell any of such inventions, that our right title and interest in such inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with AMGEN that upon request we and they will: (i) execute continuing, divisional or reissue applications, amended specifications, or rightful declarations or oaths; (ii) communicate to AMGEN any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings or litigations; (iv) execute and deliver any application papers, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AMGEN, may be necessary or desirable to secure the grant of Letters Patent to AMGEN or its nominees, in the United States and in all other countries where AMGEN may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AMGEN and to vest and confirm in AMGEN or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than that now paid but at the expense of AMGEN.

In Witness Whereof I have executed this assignment on the 24th day of September 20 03

Olaf B. Kinstler

Olaf B. Kinstler
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California }
County of Ventura } ss:

September 24 20 03

Before me, a Notary Public for Ventura County, State of California, personally appeared

Olaf B. Kinstler

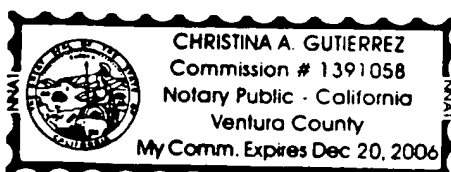
☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christina A. Gutierrez
Notary Public

My commission expires

December 20 2006



In Witness Whereof I have executed this assignment on the 24 day of Sept. 20 03

David L. Ladd

David L. Ladd
(Signature of Inventor)

UNITED STATES OF AMERICA

State of California }
County of Ventura } ss:

September 24 20 03

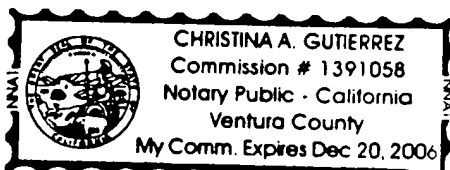
COPY

Before me, a Notary Public for Ventura County, State of California, personally appeared

David L. Ladd

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Christina A. Gutierrez
Notary Public

My commission expires

December 20 2006